

## **RATIFICATION AND THIRD AMENDMENT TO THE MC 948 UNIT OPERATING AGREEMENT**

**THIS** Ratification and Third Amendment to the MC 948 Unit Operating Agreement (this “Third Amendment”) is made effective November 30, 2018 by and between Fieldwood Energy LLC (“Fieldwood”), Samson Offshore Mapleleaf, LLC (“Samson”) and Ecopetrol America Inc. (“Ecopetrol”). The aforementioned parties are sometimes referred to herein individually as “Party” and collectively as the “Parties.”

**WHEREAS**, by Ratification and First Amendment dated effective January 1, 2013, Ecopetrol ratified, confirmed and adopted the MC 948 Unit Operating Agreement (MC 948 UOA) and agreed to comply with all the terms and conditions of such MC 948 UOA and Noble, Samson and Marathon recognized Ecopetrol as a non-operator party in the MC 948 UOA; and

**WHEREAS**, by Second Amendment dated effected as of May 23, 2013, the Long Lead Well Operation AFE provision of Article 6.2.8 and Long-Delivery Equipment AFE provision of Article 12.7.2 were amended to provide for reimbursement if and when appropriate; and

**WHEREAS**, pursuant to that certain Purchase and Sale Agreement effective January 1<sup>st</sup>, 2018, Noble Energy, Inc. assigned to Fieldwood all of its undivided 31.1418% interest;

**WHEREAS**, pursuant to that certain Purchase and Sale Agreement effective April 1<sup>st</sup>, 2018, Marathon Oil Company assigned to Fieldwood all of its undivided 18.2308% interest;

**WHEREAS**, Noble and Marathon (i) no longer hold an interest in the Leases and (ii) are no longer Parties to the MC 948 UOA;

**WHEREAS**,

- (a) Samson and Ecopetrol desire to accept Fieldwood’s ratification, confirmation and adoption of the MC 948 UOA;
- (b) Samson, Ecopetrol and Fieldwood desire to amend the MC 948 UOA to include Fieldwood as a party thereto and to reflect the current ownership of the Leases;
- (c) the Parties now desire to amend Article 24.2.3 of such MC 948 UOA to modify the Minimum Transfer of Interest language in order to facilitate working interest transfers.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the Parties hereto as follows:

1. Fieldwood does hereby:

- (i) ratify, confirm and adopt the MC 948 UOA, and
- (ii) agree to comply with all of the terms and conditions of the MC 948 UOA.

2. Samson and Ecopetrol do hereby:

- (i) accept Fieldwood’s ratification, confirmation and adoption of the MC 948 UOA and recognize Fieldwood as the operator party in the MC 948 UOA.

3. The Parties do hereby amend the MC 948 UOA insofar and only insofar as follows:

- (i) Any reference in the MC 948 UOA to “Noble, Ecopetrol, Samson and Marathon” is deleted and replaced with “Fieldwood, Ecopetrol, and Samson”.
- (ii) Exhibit A-2 of the MC 948 Unit Operating Agreement is replaced with Exhibit A-2 of this Third Amendment.
- (iii) that the language in Article 24.2.3 of the MC 948 UOA is hereby amended in its entirety and replaced with the language as follows:

“24.2.3 Minimum Transfer of Interest. Unless unanimously agreed otherwise, no transfer (including partial transfers) to a third party shall be made that:

- (a) is less than an undivided 9.5637% Working Interest as to all depths in the entire Contract Area; or
- (b) results in the conveying Party retaining less than an undivided 9.5637% Working Interest in the entire Contract Area.

If either conveyance is approved unanimously and if the Working Interest of any Party is subsequently conveyed or distributed to other entities, so that the conveying Party or any one of the other entities receiving a conveyance from such Party subsequently owns a Working Interest of less than 9.5637% as a result of such conveyance

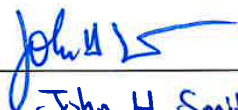
- (i) such entities and, if applicable, the conveying Party, who as a result of such conveyance, each now owns a Working Interest less than 9.5637%, collectively shall be entitled to only a single joint representative at meetings of the Parties and shall Vote or act collectively on all proposals or Participation Elections, and
- (ii) such Parties shall be entitled to only a single set of logs, samples, information and reports and shall be considered as only one Party for all purposes under this Agreement.”

Except as amended herein, the original terms and conditions of the MC 948 UOA, as amended, are hereby ratified and reaffirmed.

This Third Amendment to the MC 948 Unit Operating Agreement may be executed in any number of original counterparts, each of which shall constitute an original hereof; and, when each Party has executed a counterpart, all counterparts taken together shall constitute one Amendment, provided, however, that none of the said counterparts shall be effective until all the Parties hereto have executed a counterpart hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment on the dates set forth below, but this Amendment shall be effective for all purposes as of November 30, 2018.

**Fieldwood Energy LLC, as Operator**

By:   
Name: John H. Smith  
Title: SVP - Business Dev + Finance  
Date: 9 January 2019

**Ecopetrol America Inc., as Non-Operator**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Samson Offshore Mapleleaf, LLC, as Non-Operator**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment on the dates set forth below, but this Amendment shall be effective for all purposes as of November 30, 2018.

**Fieldwood Energy LLC, as Operator**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Ecopetrol America Inc., as Non-Operator**

WV By: CPONS

Name: Carlos Portela

Title: President

Date: 01-08-19

**Samson Offshore Mapleleaf, LLC, as Non-Operator**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment on the dates set forth below, but this Amendment shall be effective for all purposes as of November 30, 2018.

**Fieldwood Energy LLC, as Operator**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Ecopetrol America Inc., as Non-Operator**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Samson Offshore Mapleleaf, LLC, as Non-Operator**

By: Shawlin \_\_\_\_\_

Name: Scott Rowland

Title: Vice President

Date: 1/8/19

**EXHIBIT "A-2"**

Attached to and made a part of that certain Gunflint Unit Operating Agreement dated effective January 1, 2011 by and among Noble Energy, Inc., BP Exploration & Production Inc., Samson Offshore Company, Marathon Oil Company, and BHP Billiton Petroleum (Deepwater) Inc., as amended effective November 30, 2018 by and among Fieldwood Energy LLC, Ecopetrol America Inc., and Samson Offshore Mapleleaf, LLC

**WORKING INTERESTS OF THE PARTIES,**  
**OPERATOR AND REPRESENTATIVES**

**I. Contract Area and Description of Lease(s):**

See EXHIBIT "A-1"

**II. Working Interests of the Parties**

Fieldwood Energy LLC	49.3726%
Ecopetrol America Inc.	31.50%
Samson Offshore Mapleleaf, LLC	19.1274%

**III. Operator**

Fieldwood Energy LLC

**IV. Addresses**

Fieldwood Energy LLC  
 2000 W Sam Houston Pkwy S  
 Suite 1200  
 Phone No.: (281) 872-3100

**Primary Representatives**

Attn.: John H. Smith  
 Office No.: (713) 969-1249  
 Cell No.: (713) 213-9009  
 Fax No.: (281) 876-6300

**Alternate Representatives**

Alternate: Nathan Vaughn  
 Office No.: (713) 969-1085  
 Cell No.: (832) 904-3581  
 Fax No.: (281) 876-6300

Ecopetrol America Inc.  
 2800 Post Oak Blvd, Suite 4500  
 Houston, Texas 77056  
 Phone No.: (713) 634-3800

Attn.: Bob Kelsey  
 Office No.: (713) 634-3806  
 Cell No.:  
 Fax No.: (713) 634-3808

Alternate: Rayna Wiltz  
 Office No.: (713) 634-3817  
 Cell No.:

Samson Offshore Mapleleaf, LLC  
 1300 Main Street, Suite 1900  
 Houston, Texas 77002  
 Phone No.: (713) 751-9000

Attn.: Elizabeth Carroll  
 Office No.: (918) 879-9676  
 Cell No.:  
 Fax No.: (713) 577-2211

Alternate: Andy Sandberg  
 Office No.: (713) 577-2004  
 Cell No.:  
 Fax No.: (713) 577-2204